

SERFF Tracking Number:	CRDT-125815650	State:	Arkansas
Filing Company:	Heritage Indemnity Company	State Tracking Number:	EFT \$50
Company Tracking Number:	HIC LLWRP-AR		
TOI:	33.0 Other Lines of Business	Sub-TOI:	33.0004 Service Contracts
Product Name:	Limited Liability Warranty Reimbursement		
Project Name/Number:	Limited Liability Warranty Program/LWIP0808		

## Filing at a Glance

Company: Heritage Indemnity Company	SERFF Tr Num: CRDT-125815650	State: Arkansas
Product Name: Limited Liability Warranty Reimbursement		
TOI: 33.0 Other Lines of Business	SERFF Status: Closed	State Tr Num: EFT \$50
Sub-TOI: 33.0004 Service Contracts	Co Tr Num: HIC LLWRP-AR	State Status: Fees verified and received
Filing Type: Form	Co Status: New to State	Reviewer(s): Betty Montesi, Llyweyia Rawlins
	Authors: Deborah Wilson, Rhonda Pinkerton, Elaine Higginbotham	Disposition Date: 12/11/2008
	Date Submitted: 11/24/2008	Disposition Status: Approved
Effective Date Requested (New): 01/01/2009		Effective Date (New): 01/01/2009
Effective Date Requested (Renewal):		Effective Date (Renewal):
State Filing Description:		

## General Information

Project Name: Limited Liability Warranty Program	Status of Filing in Domicile: Pending
Project Number: LWIP0808	Domicile Status Comments:
Reference Organization:	Reference Number:
Reference Title:	Advisory Org. Circular:
Filing Status Changed: 12/11/2008	
State Status Changed: 12/03/2008	Deemer Date:
Corresponding Filing Tracking Number:	
Filing Description:	

This is a new independent forms filing for which Heritage Indemnity Company seeks your review and approval.

The Limited Liability Warranty Reimbursement Insurance Policy will be issued to the insureds, sellers of vehicles, to reimburse them for expenses incurred for repairs covered under active warranties the insureds have provided in conjunction with the sale of vehicles. The term "vehicles" may include powersports vehicles, RVs, or marine vehicles as

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well as automobiles, trucks, etc.

A letter of authorization from Heritage Indemnity Company, authorizing CreditRe to submit this filing on its behalf, is included on the Supporting Documentation tab.

## Company and Contact

### Filing Contact Information

(This filing was made by a third party - CREDITRE01)

Deborah Wilson, Policy Compliance Analyst	deborah.wilson@creditre.net
330 Grapevine Hwy.	(800) 220-0359 [Phone]
Hurst, TX 76054-2429	(800) 959-9144[FAX]

### Filing Company Information

Heritage Indemnity Company	CoCode: 39527	State of Domicile: California
7125 West Jefferson Ave.	Group Code:	Company Type: Property/Casualty
Suite 200		
Lakewood, CO 80235	Group Name:	State ID Number:
(303) 987-4313 ext. [Phone]	FEIN Number: 95-3553435	

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## Filing Fees

Fee Required?	Yes
Fee Amount:	\$50.00
Retaliatory?	No
Fee Explanation:	\$50 per submission x 1
Per Company:	No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Heritage Indemnity Company	\$50.00	11/24/2008	24116535

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## Correspondence Summary

### Dispositions

Status	Created By	Created On	Date Submitted
Approved	Llyweyia Rawlins	12/11/2008	12/11/2008

### Objection Letters and Response Letters

Objection Letters				Response Letters		
Status	Created By	Created On	Date Submitted	Responded By	Created On	Date Submitted
Pending Industry Response	Llyweyia Rawlins	12/03/2008	12/03/2008	Deborah Wilson	12/11/2008	12/11/2008

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## Disposition

Disposition Date: 12/11/2008

Effective Date (New): 01/01/2009

Effective Date (Renewal):

Status: Approved

Comment:

Rate data does NOT apply to filing.

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<b>Item Type</b>	<b>Item Name</b>	<b>Item Status</b>	<b>Public Access</b>
<b>Supporting Document</b>	Uniform Transmittal Document-Property & Casualty	Approved	Yes
<b>Supporting Document</b>	TPF Auth	Approved	Yes
<b>Form</b>	Limited Liability Warranty Reimbursement Insurance Policy	Approved	Yes
<b>Form</b>	Optional Premium Waiver Endorsement	Approved	Yes
<b>Form (revised)</b>	Arkansas Amendatory Endorsement	Approved	Yes
<b>Form</b>	Arkansas Amendatory Endorsement	Approved	Yes

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## Objection Letter

Objection Letter Status Pending Industry Response  
Objection Letter Date 12/03/2008  
Submitted Date 12/03/2008  
Respond By Date 12/13/2008

Dear Deborah Wilson,

Form: Limited Liability Warranty - HIC-LWIP-0608 (General Provisions - J - Suit Against Us)

The applicable provision of the Arkansas Statute of Limitations of the Arkansas General Code, allows five (5) years in which to commence litigation for this insurance contract. You may amend by extending the time limit to five (5) years or by stating, "within the time allowed by law."

Sincerely,  
Llyweyia Rawlins

Please feel free to contact me if you have questions.

Sincerely,  
Llyweyia Rawlins

## Response Letter

Response Letter Status Submitted to State  
Response Letter Date 12/11/2008  
Submitted Date 12/11/2008

Dear Llyweyia Rawlins,

### Comments:

### Response 1

Comments: Thank you for reviewing this filing.

I have changed the amendatory endorsement to reflect the change to the policy of the Arkansas Statutes of Limitations of the Arkansas General Code. Item 2 modifies the Suit Against Us provision. I chose to substitute "within the time allowed by law." Thank you for the suggestion.

The changed amendatory endorsement is attached to the Forms Schedule.

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**Changed Items:**

No Supporting Documents changed.

**Form Schedule Item Changes**

Form Name	Form Number	Edition Date	Form Type	Action	Action Specific Data	Readability Score	Attach Document
Arkansas Amendatory Endorsement	HIC-LWIP-end-1108	11/08	Endorsement/Amendment/Conditions	New			HIC-LWIP-end-AR-1108 REVISED.pdf

**Previous Version**

Arkansas Amendatory Endorsement	HIC-LWIP-end-1108	11/08	Endorsement/Amendment/Conditions	New			HIC-LWIP-end-AR-1108.pdf
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No Rate/Rule Schedule items changed.

Sincerely,  
Deborah Wilson, Elaine Higginbotham, Rhonda Pinkerton

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Product Name: Limited Liability Warranty Reimbursement

Project Name/Number: Limited Liability Warranty Program/LWIP0808

## Form Schedule

Review Status	Form Name	Form #	Edition Date	Form Type Action	Action Specific Data	Readability	Attachment
Approved	Limited Liability Warranty Reimbursement Insurance Policy	HIC-LWIP-0608	06/08	Application/ New Binder/Enrollment		42.90	HIC-LWIP-0608.pdf
Approved	Optional Premium Waiver Endorsement	HIC-LWIP-option-0608	06/08	Endorsement/Amendment/Conditions		40.60	HIC-LWIP-option-0608.pdf
Approved	Arkansas Amendatory Endorsement	HIC-LWIP-end-1108	11/08	Endorsement/Amendment/Conditions			HIC-LWIP-end-AR-1108 REVISED.pdf



# Heritage Indemnity Company

7125 West Jefferson Avenue, Suite 200  
Lakewood, Colorado 80235

## Limited Liability Warranty Reimbursement Insurance Policy

### *DECLARATIONS*

**Policy No:** \_\_\_\_\_

NAMED INSURED: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

POLICY PERIOD: FROM: \_\_\_\_\_ TO: \_\_\_\_\_

ADMINISTRATOR: \_\_\_\_\_

**WARNING:** This policy does not provide bodily injury and property damage liability insurance or any other coverage for which a specific premium charge is not made and it does not comply with any financial responsibility law.

COUNTERSIGNED AT: \_\_\_\_\_

BY: \_\_\_\_\_

DATE: \_\_\_\_\_

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## INSURING AGREEMENT

**We** will provide insurance described in this policy in return for the premium and **Your** compliance with all applicable provisions of this policy.

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties, and what is and is not covered.

### I. DEFINITIONS

In this policy, certain words appear in **Dark Print**. They have the following meanings:

- A. **Administrator** means the Administrator named on the Declarations page of this policy.
- B. **Covered Components** means all parts covered under the **Warranty**.
- C. **Covered Vehicle** means a vehicle on which **You** have issued a **Warranty**.
- D. **Loss** means any claim or cost of repair or any sum payable for **Covered Components** under the **Warranty**.
- E. **Mechanical Breakdown** means a breakdown or failure of a **Covered Component**, other than one caused by the failure of a non-covered part, making the covered part incapable of performing the function for which it was designed.
- F. **Premium** means the amount paid by **You** for the **Warranty** on the **Covered Vehicle**.
- G. **Provider Agreement** means the agreement between **You** and the **Administrator**.
- H. **Warranty** means the written "Extended Limited Warranty" issued by **You** to the owner of a **Covered Vehicle** in accordance with the **Provider Agreement**.
- I. **Warranty Holder** means the owner of a **Covered Vehicle** to whom **You** have issued an "Extended Limited Warranty."
- J. **We, Us, and Our** refer to Heritage Indemnity Company.
- K. **You, Your, and Insured** refer to the **Named Insured** on the Declarations page of this policy.

### II. TERRITORY

**We** cover losses which occur during the term of the **Warranties** and for the insurance policy period in the United States of America and Canada.

### III. COVERAGE

In return for the payment of the **Premium** and subject to all terms of this policy, **We** agree with **You** as follows:

- A. This policy insures all **Warranties** on **Covered Vehicles** issued by **You** while this policy is in effect.
- B. **We** will reimburse or pay on **Your** behalf all covered sums which **You** are legally obligated to pay or will provide the service that **You** are legally obligated to perform according to **Your** contractual obligations under the provisions of the insured **Warranties** issued by **You**.
- C. In the event **You** become insolvent, are dissolved, go out of business, or fail to pay documented claims, **We** will pay **Losses** directly to the person making a claim under the **Warranty**.
- D. If the covered service is not provided by **You** within 60 days of proof of loss by the **Warranty Holder**, the **Warranty Holder** may file the claim directly with **Us**.
- E. **We** have the right and duty to defend any suit by any **Warranty Holder** asking for any sum under the **Warranties** that are covered under this policy and for which the premium has been remitted by **You**.

#### IV. EXCLUSIONS

This policy does not provide benefits for the following:

- A. **Losses** for repairs or expense excluded or not specifically covered by the terms and conditions of the **Warranty**.
- B. **Losses** arising from claims which have not been processed in accordance with the **Provider Agreement**.
- C. **Losses** arising from repairs or replacement of parts or components to correct conditions existing, or assumed to have existed, on the effective date of the **Warranty**.
- D. **Losses** for expenses resulting from any fraudulent actions or willful misconduct by **You**, **Your** agents or employees.
- E. Liability for consequential damages arising out of any fraudulent actions or willful misconduct by **You**, **Your** agents or employees, or any repair facility.
- F. Liability for Bodily Injury or Property Damage;
- G. Liability arising under any **Warranty** which is not an approved **Warranty** as defined above; or arising under a **Warranty** which has been altered in its requirements, terms or conditions without written consent, or which has not been signed by the purchaser; or which has been issued on a vehicle other than an eligible vehicle;
- H. Liability arising under any **Warranty** for which **You** have not submitted appropriate **Premiums**.
- I. **Losses** for labor arising out of work, or any portion thereof, or out of materials, parts or equipment, as a result of recall by the manufacturer.
- J. **Losses** which occur while the **Covered Vehicle** is used in any illicit trade or transportation or in the commission of a felony.

#### V. CONDITIONS

- A. **AGREEMENTS.** **You** have agreed to adhere to all of the Representations, Contracts, and Covenants contained in the **Provider Agreement**.
- B. **REPORT OF WARRANTIES AND PREMIUM PAYMENT.** **You** will report to **Us**, on the forms provided by **Us**, all issued **Warranties** within 30 days of their issue date. Reports will be accompanied by payment(s) of **Premium** computed in accordance with the rules, rates and rating plans which will remain unchanged until **We** change them. **We** can change the premium rates only on the anniversary dates.
- C. **INSPECTION AND AUDIT.** We may examine and audit **Your** books and records at any reasonable time during the policy period or, after termination of this policy, during the life of the Warranties issued by **You** insofar as they relate to this insurance.
- D. **RETENTION OF RECORDS.** **You** will keep accurate accounts, books and records concerning transactions insured by this policy. **Your** accounts, books, and records shall include the following:
  - 1. Copies of each **Warranty** issued, including the name and address of the owner of the **Covered Vehicles**.
  - 2. A list of locations where the **Warranties** were issued.
  - 3. **You** shall retain all required records for at least three years after the specified period has expired.
  - 4. If the records are maintained in other than hard copy, the records shall be capable of duplication to the legible hard copy at **Our** request or the request of the **Administrator**.
  - 5. Should **You** discontinue business in any approved state or territory, **You** shall maintain all **Your** records until **You** furnish to **Us** satisfactory proof that **You** have discharged all obligations under this insurance policy and under the **Provider Agreement**.

#### VI. GENERAL PROVISIONS

- A. **OUR RIGHT TO RECOVER FROM OTHERS.** If **We** make any payment, **We** are entitled to recover what **We** paid from any other persons who would for any reason pay all or part of the amount **We** have paid. Any person to whom **We** make payment must transfer to **Us** his/her rights of recovery against any other person. This person must do everything necessary to secure these rights and must not do anything which will impair these rights.
- B. **NO BENEFIT TO WARRANTOR.** This insurance shall not inure directly or indirectly to the benefit of any manufacturer or warrantor (other than **You**) of the **Covered Vehicle**.
- C. **OTHER INSURANCE.** If **You** have insurance provided by other companies against a **loss** covered by this policy, **We** shall not be liable under this policy for a greater proportion of such **loss** than what the applicable limit of liability stated in the **Warranty** bears to the total applicable limit of liability of all valid and collectible insurance against such **loss**.

- D. **BANKRUPTCY.** **Your** bankruptcy or insolvency shall not relieve **Us** of any obligation under this policy.
- E. **ADDITIONAL INSURED.** **We** agree, that in the event of interruption, discontinuance, bankruptcy or insolvency of **Your** business, or termination of this policy, the provisions and stipulations of this policy shall also be for the benefit and protection of the lienholder(s) named on any Lienholder's Endorsement attached and made a part of this policy, so long as the named lienholder(s) have a financial interest in the vehicle covered by the **Warranty**.
- F. **CHANGE.** The terms of this policy may not be changed or waived except by endorsement issued by **Us**. If a change requires a premium adjustment, **We** will adjust the premium as of the effective date of the change. If **We** revise the policy form to provide more coverage without additional premium charge, **Your** policy will automatically provide the additional coverage as of the day the revision is effective in **Your** state.
- G. **AMENDMENTS.** The terms of this policy shall not be waived or amended, except by written endorsement attached hereto and signed by **Our** duly authorized representative.
- H. **TRANSFER OF YOUR INTEREST IN THIS POLICY.** **Your** rights and duties under this policy may not be assigned without **Our** written consent endorsed onto this policy.
- I. **CONCEALMENT OR FRAUD.** This policy is void as to **You**, if **You** intentionally conceal or misrepresent any material fact or circumstance relating to this insurance. This policy is void as to any individual **Covered Vehicle** if the owner intentionally conceals or misrepresents any material fact or circumstance relating to this insurance.
- J. **SUIT AGAINST US.** No suit or action may be brought against **Us** unless there has been full compliance with all terms of this policy. Any suit or action must be brought within one year after the occurrence. This one year period will be extended by the number of days between the date the proof of loss was filed and the date the claim is denied in whole or in part.
- K. **LIMIT OF LIABILITY.** **Our** total liability for all costs and expenses payable under this policy is limited to the terms of the **Warranty**.
- L. **CANCELING THIS POLICY.**
1. **You** may cancel this policy by returning it to **Us** or by giving **Us** thirty (30) days advance written notice of the date the cancellation is to take effect.
  2. **We** may cancel the policy by mailing to **You** a notice at least thirty (30) days in advance to **Your** last address known to **Us**. **We** may deliver any notice instead of mailing it. Proof of mailing of any notice will be sufficient proof of notice.
  3. The effective date of cancellation stated in the notice shall become the end of the policy period.
  4. If this policy is cancelled, **We** will continue to insure **Your** liability on **Warranties** that **You** a) issue prior to the effective date of cancellation, b) report to **Us**, and c) pay the premium for, as required above under **V. CONDITIONS**.
  5. In the event this policy is cancelled by operation of law or by the act or order of a statutory receiver, liquidator, rehabilitator, conservator or similar governmental official assuming control of our operations, **You** shall be entitled to a refund of the pro rata unearned premium hereon calculated as of the date of cancellation on the basis of the **Warranties** insured hereunder.
- M. **TERMS OF POLICY TO CONFORM TO STATUTE.** The terms of this policy that are in conflict with the statutes of the state wherein this policy is issued are hereby amended to conform to the minimum requirements of such statutes, but in all other respects this policy shall remain valid and enforceable.

IN WITNESS WHEREOF, WE HAVE CAUSED THIS POLICY TO BE EXECUTED AND ATTESTED, BUT THIS POLICY SHALL NOT BE VALID UNLESS COUNTERSIGNED BY OUR AUTHORIZED REPRESENTATIVE.

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(SECRETARY)

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(PRESIDENT)

# Heritage Indemnity Company

7125 West Jefferson Avenue, Suite 200  
Lakewood, Colorado 80235

## Limited Liability Warranty Reimbursement Insurance Policy

### *OPTIONAL PREMIUM WAIVER ENDORSEMENT*

This endorsement is optional. It adds a benefit waiving **Your** premium payment under certain circumstances. This endorsement is added to the Limited Liability Warranty Reimbursement Insurance Policy, form number HIC-LWIP-0608. This endorsement changes the terms of **Your** Reimbursement Insurance Policy and is subject to all the terms and conditions of that policy.

Subsection B. REPORT OF WARRANTIES AND PREMIUM PAYMENT under section V. CONDITIONS in the policy is deleted in its entirety and replaced with the following:

- B. REPORT OF WARRANTIES AND PREMIUM PAYMENT. **You** will report to **Us**, on the forms provided by **Us**, all issued **Warranties** within 30 days of their issue date. Reports will be accompanied by payment(s) of **Premium** computed in accordance with the rules, rates and rating plans which will remain unchanged until **We** change them. **We** can change the premium rates only on the renewal dates.

If, in addition to a **Warranty**, **You** sell a Vehicle Service Contract on a **Covered Vehicle** for a coverage equal to or greater than and for a longer duration than, said **Warranty**, and **You** remit the appropriate premium for the Service Contract under a Heritage Indemnity policy, payment of premium for the **Warranty** on said **Covered Vehicle** will be waived by **Us**.

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[Secretary]

# Heritage Indemnity Company

7125 West Jefferson Avenue, Suite 200  
Lakewood, Colorado 80235

## Limited Liability Warranty Reimbursement Insurance Policy

### *ARKANSAS AMENDATORY ENDORSEMENT*

This mandatory amendatory endorsement is added to the Limited Liability Warranty Reimbursement Insurance Policy form number HIC-LWIP-0608. This endorsement changes the terms of **Your** insurance policy and is subject to all the terms and conditions of that policy.

1. In section V. CONDITIONS, subsection B. REPORT OF WARRANTIES AND PREMIUM PAYMENT is deleted in its entirety and replaced with the following:
  - B. REPORT OF WARRANTIES AND PREMIUM PAYMENT. **You** will report to **Us**, on the forms provided by **Us**, all issued **Warranties** within 30 days of their issue date. Reports will be accompanied by payment(s) of **Premium** computed in accordance with the rules, rates and rating plans which will remain unchanged until **We** change them. **We** can change the premium rates only on the anniversary dates and with 60 days notice prior to the change.
2. In section VI. GENERAL PROVISIONS, subsection J. SUIT AGAINST US is deleted in its entirety and replaced with the following:
  - J. SUIT AGAINST US. No suit or action may be brought against **Us** unless there has been full compliance with all terms of this policy. Any suit or action must be brought within the time allowed by law.
3. In section VI. GENERAL PROVISIONS, subsection L. CANCELING THIS POLICY is deleted in its entirety and replaced with the following:
  - L. CANCELLATION OR NONRENEWAL OF THIS POLICY.
    1. **You** may cancel this policy by returning it to **Us** or by giving **Us** thirty (30) days advance written notice of the date the cancellation is to take effect.
    2. If the policy term stated in the Declarations is continuous, indeterminate, or for longer than one year, each anniversary date shall be considered to be the expiration date. **We** may choose not to renew this policy upon thirty (30) days notice in advance of the expiration date.
    3. **We** may cancel this policy for any reason within the first 60 days. At any other time, **We** may cancel this policy for one of the following reasons only:
      - a. Nonpayment of premium;
      - b. Fraud or material misrepresentation made by You or with Your knowledge in obtaining the policy, continuing the policy, or in presenting a claim under the policy;
      - c. Material change in the risk which substantially increases any hazard insured against after the policy is issued;
      - d. Material violation by You of any material policy terms or conditions;

- e. Nonpayment of membership dues in those cases where the bylaws, agreements, or other legal instruments of Ours require payment as a condition of the issuance and maintenance of the policy.

For nonpayment of premium, **We** will mail notice to you at least ten (10) days in advance of the cancellation date. For any other reason, **We** will mail notice to you at least twenty (20) days in advance of the cancellation date.

- 4. Notice of any kind under this section will be written and will be mailed to **Your** last address known to **Us**. **We** may deliver any notice instead of mailing it. Proof of mailing of any notice will be sufficient proof of notice.
  - 5. The effective date of cancellation stated in the notice shall become the end of the policy period.
  - 6. If this policy is cancelled, **We** will continue to insure **Your** liability on **Warranties** that **You** a) issue prior to the effective date of cancellation, b) report to **Us**, and c) pay the premium for, as required above under **V. CONDITIONS**.
  - 7. In the event this policy is cancelled by operation of law or by the act or order of a statutory receiver, liquidator, rehabilitator, conservator or similar governmental official assuming control of our operations, **You** shall be entitled to a refund of the pro rata unearned premium hereon calculated as of the date of cancellation on the basis of the **Warranties** insured hereunder.
4. The following COMPLAINTS subsection is added to section VI. GENERAL PROVISIONS of the policy.

#### N. COMPLAINTS

If you have questions or complaints about this insurance, please contact us. If you have a complaint that has not been resolved by us, please contact:

Arkansas Insurance Department  
Consumer Services Division  
Third and Cross Streets  
Little Rock, AR 72201  
(501) 371-2640 or 1-800-852-5494

All other terms and conditions remain unchanged.

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[Secretary]

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## **Rate Information**

Rate data does NOT apply to filing.



<i>SERFF Tracking Number:</i>	<i>CRDT-125815650</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>Heritage Indemnity Company</i>	<i>State Tracking Number:</i>	<i>EFT \$50</i>
<i>Company Tracking Number:</i>	<i>HIC LLWRP-AR</i>		
<i>TOI:</i>	<i>33.0 Other Lines of Business</i>	<i>Sub-TOI:</i>	<i>33.0004 Service Contracts</i>
<i>Product Name:</i>	<i>Limited Liability Warranty Reimbursement</i>		
<i>Project Name/Number:</i>	<i>Limited Liability Warranty Program/LWIP0808</i>		

## Supporting Document Schedules

<b>Satisfied -Name:</b>	Uniform Transmittal Document-Property & Casualty	<b>Review Status:</b>	Approved	12/11/2008
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**Comments:**

**Attachment:**

NAIC PC-TD signed.pdf

<b>Satisfied -Name:</b>	TPF Auth	<b>Review Status:</b>	Approved	12/11/2008
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**Comments:**

**Attachment:**

TPF Authorization 101008.pdf

# Property & Casualty Transmittal Document

<div> <div>1 .</div> <div>Reserved for Insurance Dept. Use Only</div> </div>	<div>2. Insurance Department Use only</div>	
	a. Date the filing is received:	
	b. Analyst:	
	c. Disposition:	
	d. Date of disposition of the filing:	
	e. Effective date of filing:	
	New Business	
	Renewal Business	
	f. State Filing #:	
	g. SERFF Filing #:	
h. Subject Codes		

[illegible]

5.	Company Tracking Number	
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**Contact Info of Filer(s) or Corporate Officer(s)** [include toll-free number]

<b>6.</b>	<b>Name and address</b>	<b>Title</b>	<b>Telephone #s</b>	<b>FAX #</b>	<b>e-mail</b>
<b>7.</b>	Signature of authorized filer				
<b>8.</b>	Please print name of authorized filer				

**Filing information** (see General Instructions for descriptions of these fields)

9.	Type of Insurance (TOI)				
10.	Sub-Type of Insurance (Sub-TOI)				
11.	State Specific Product code(s)(if applicable)[See State Specific Requirements]				
12.	Company Program Title (Marketing title)				
13.	Filing Type	<input type="checkbox"/> Rate/Loss Cost <input type="checkbox"/> Rules <input type="checkbox"/> Rates/Rules <input type="checkbox"/> Forms <input type="checkbox"/> Combination Rates/Rules/Forms <input type="checkbox"/> Withdrawal <input type="checkbox"/> Other (give description)			
14.	Effective Date(s) Requested	New:		Renewal:	
15.	Reference Filing?	<input type="checkbox"/> Yes <input type="checkbox"/> No			
16.	Reference Organization (if applicable)				
17.	Reference Organization # & Title				
18.	Company's Date of Filing				
19.	Status of filing in domicile	<input type="checkbox"/> Not Filed <input type="checkbox"/> Pending <input type="checkbox"/> Authorized <input type="checkbox"/> Disapproved			

## Property & Casualty Transmittal Document—

20.	This filing transmittal is part of Company Tracking #	
21.	<b>Filing Description</b> [This area can be used in lieu of a cover letter or filing memorandum and is free-form text]	

[illegible]

\*\*\*Refer to the each state's checklist for additional state specific requirements (i.e. # of additional copies required, other state specific forms, etc.)

**FORM FILING SCHEDULE**

(This form must be provided ONLY when making a filing that includes forms)

(Do not refer to the body of the filing for the forms listing, unless allowed by state.)

<b>1.</b>	<b>This filing transmittal is part of Company Tracking #</b>				
<b>2.</b>	<b>This filing corresponds to rate/rule filing number</b> (Company tracking number of rate/rule filing, if applicable)				
<b>3.</b>	<b>Form Name /Description/Synopsis</b>	<b>Form # Include edition date</b>	<b>Replacement Or withdrawn?</b>	<b>If replacement, give form # it replaces</b>	<b>Previous state filing number, if required by state</b>
01			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
02			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
03			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
04			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
05			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
06			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
07			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
08			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
09			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
10			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		

PC FFS-1

# Heritage *Indemnity Company*

7125 W. JEFFERSON AVE., SUITE 200  
LAKEWOOD, CO 80235  
(303) 987-5500

October 10, 2008

RE: Third-party Filer Authorization

This letter will certify that CREDITRE has been given full authorization to submit the accompanying insurance policy form and rate filing on behalf of Heritage Indemnity Company. This authorization extends to all correspondence regarding this particular filing.

Please direct correspondence in relation to this filing to either Rhonda Pinkerton or Deborah Wilson at CREDITRE, 330 Grapevine Highway, Hurst, Texas 76054.

Should you have any questions concerning this filing, please contact Ms. Pinkerton or Ms. Wilson at (800) 220-0359.

Heritage Indemnity Company

By: Jay Harris Blumenthal

Title: Vice President, Secretary and Chief Counsel

<i>SERFF Tracking Number:</i>	<i>CRDT-125815650</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>Heritage Indemnity Company</i>	<i>State Tracking Number:</i>	<i>EFT \$50</i>
<i>Company Tracking Number:</i>	<i>HIC LLWRP-AR</i>		
<i>TOI:</i>	<i>33.0 Other Lines of Business</i>	<i>Sub-TOI:</i>	<i>33.0004 Service Contracts</i>
<i>Product Name:</i>	<i>Limited Liability Warranty Reimbursement</i>		
<i>Project Name/Number:</i>	<i>Limited Liability Warranty Program/LWIP0808</i>		

## Superseded Attachments

Please note that all items on the following pages are items, which have been replaced by a newer version. The newest version is located with the appropriate schedule on previous pages. These items are in date order with most recent first.

<b>Original Date:</b>	<b>Schedule</b>	<b>Document Name</b>	<b>Replaced Date</b>	<b>Attach Document</b>
No original date	Form	Arkansas Amendatory Endorsement	11/24/2008	HIC-LWIP-end-AR-1108.pdf

# Heritage Indemnity Company

7125 West Jefferson Avenue, Suite 200  
Lakewood, Colorado 80235

## Limited Liability Warranty Reimbursement Insurance Policy

### *ARKANSAS AMENDATORY ENDORSEMENT*

This mandatory amendatory endorsement is added to the Limited Liability Warranty Reimbursement Insurance Policy form number HIC-LWIP-0608. This endorsement changes the terms of **Your** insurance policy and is subject to all the terms and conditions of that policy.

1. In section V. CONDITIONS, subsection B. REPORT OF WARRANTIES AND PREMIUM PAYMENT is deleted in its entirety and replaced with the following:
  - B. REPORT OF WARRANTIES AND PREMIUM PAYMENT. **You** will report to **Us**, on the forms provided by **Us**, all issued **Warranties** within 30 days of their issue date. Reports will be accompanied by payment(s) of **Premium** computed in accordance with the rules, rates and rating plans which will remain unchanged until **We** change them. **We** can change the premium rates only on the anniversary dates and with 60 days notice prior to the change.
2. In section VI. GENERAL PROVISIONS, subsection L. CANCELING THIS POLICY is deleted in its entirety and replaced with the following:
  - L. CANCELLATION OR NONRENEWAL OF THIS POLICY.
    1. **You** may cancel this policy by returning it to **Us** or by giving **Us** thirty (30) days advance written notice of the date the cancellation is to take effect.
    2. If the policy term stated in the Declarations is continuous, indeterminate, or for longer than one year, each anniversary date shall be considered to be the expiration date. **We** may choose not to renew this policy upon thirty (30) days notice in advance of the expiration date.
    3. **We** may cancel this policy for any reason within the first 60 days. At any other time, **We** may cancel this policy for one of the following reasons only:
      - a. Nonpayment of premium;
      - b. Fraud or material misrepresentation made by You or with Your knowledge in obtaining the policy, continuing the policy, or in presenting a claim under the policy;
      - c. Material change in the risk which substantially increases any hazard insured against after the policy is issued;
      - d. Material violation by You of any material policy terms or conditions;
      - e. Nonpayment of membership dues in those cases where the bylaws, agreements, or other legal instruments of Ours require payment as a condition of the issuance and maintenance of the policy.

For nonpayment of premium, **We** will mail notice to you at least ten (10) days in advance of the cancellation date. For any other reason, **We** will mail notice to you at least twenty (20) days in advance of the cancellation date.

4. Notice of any kind under this section will be written and will be mailed to **Your** last address known to **Us**. **We** may deliver any notice instead of mailing it. Proof of mailing of any notice will be sufficient proof of notice.
  5. The effective date of cancellation stated in the notice shall become the end of the policy period.
  6. If this policy is cancelled, **We** will continue to insure **Your** liability on **Warranties** that **You** a) issue prior to the effective date of cancellation, b) report to **Us**, and c) pay the premium for, as required above under **V. CONDITIONS**.
  7. In the event this policy is cancelled by operation of law or by the act or order of a statutory receiver, liquidator, rehabilitator, conservator or similar governmental official assuming control of our operations, **You** shall be entitled to a refund of the pro rata unearned premium hereon calculated as of the date of cancellation on the basis of the **Warranties** insured hereunder.
3. The following COMPLAINTS subsection is added to section VI. GENERAL PROVISIONS of the policy.

**N. COMPLAINTS**

If you have questions or complaints about this insurance, please contact us. If you have a complaint that has not been resolved by us, please contact:

Arkansas Insurance Department  
Consumer Services Division  
Third and Cross Streets  
Little Rock, AR 72201  
(501) 371-2640 or 1-800-852-5494

All other terms and conditions remain unchanged.

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[Secretary]